

2011-12

NEGOTIATED CONTRACT

BETWEEN

T.E.S.P.A.

Tahlequah Education Support Professionals Association

AND

TAHLEQUAH BOARD OF EDUCATION

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**NEGOTIATED AGREEMENT
BETWEEN
TAHLEQUAH BOARD OF EDUCATION
AND
TAHLEQUAH EDUCATION SUPPORT PROFESSIONALS ASSOCIATION**

CONSTITUTION

ARTICLE I. NAME

The name of this Association shall be Tahlequah Educational Professionals Association.

ARTICLE II. PURPOSE

The purpose of this Association shall be to represent the interests of its members on the local, state, and national levels through the programs of the United Association.

ARTICLE III. MEMBERSHIP

Section 1. Membership in this Association shall be composed of all support personnel in Tahlequah Public School District upon payment of the annual dues of this Association, the Oklahoma Education Association, and the National Education Association.

Section 2. No member may be censured, suspended, or expelled without a due process hearing, which shall include an appropriate appellate procedure.

ARTICLE IV. OFFICERS AND EXECUTIVE COMMITTEES

Section 1. The officers of the Association shall consist of President, Past-President, Vice President, Secretary, Treasurer and Delegates and Alternates to the Oklahoma Education Association Representative Assembly.

Section 2. There shall be an Executive Committee with executive powers, consisting of the above officers and one representative for each ten (10) members from each building.

ARTICLE V. ELECTIONS

Section 1. Officers and Executive Committee Members for the ensuing year shall be elected by April 1, to take office on July 1.

Section 2. A Nominating Committee shall present a slate of officers to be voted on by the general membership. Provision shall be made for open nominations.

Section 3. Election shall be by secret ballot and plurality vote.

Section 4. Eligibility to vote and hold office shall be based upon proof of membership.

ARTICLE VI. AFFILIATION

This Association shall be a local affiliate of the Oklahoma Education Association and the National Education Association.

ARTICLE VII. DUES

Association Dues shall be determined each year by the Executive Committee.

ARTICLE VIII. AMENDMENTS

A proposed amendment to the constitution shall be submitted to the Executive Committee in writing. Copies shall be distributed to the membership at least ten (10) days prior to it being voted upon. Voting will be by secret ballot, and a two-thirds (2/3) majority shall be necessary for the amendment to pass.

ARTICLE IX. QUORUM

A quorum for business shall be the number of members present at a regular meeting. A quorum for Executive Committee shall be 50% plus one person.

ARTICLE X. MEETINGS

Regular meetings of the Association shall be held as scheduled by the President, with the approval of the Executive Committee. Regular meetings of the Executive Committee shall be held monthly, as scheduled by the President, with the approval of the Executive Committee. Special meetings may be called by the President or the Executive Committee as needed.

BYLAWS

ARTICLE I. RULES OF ORDER

The latest revision of Roberts Rules of Order shall govern the procedure to be followed in all meetings of the Association.

ARTICLE II. DUTIES AND TERMS OF OFFICE

- Section 1. Officers and Executive Committee members shall take office on July 1, and serve for a term of one (1) year. Nothing shall be construed to prevent an officer from succeeding himself/herself in office, should he/she be re-elected.
- Section 2. In case of a vacancy, the office shall be filled by appointment of the Executive Committee until the next regularly-scheduled election. Should the Office of President become vacant, the Vice-President shall assume the duties of the President until such time as the Executive Committee shall make an appointment.
- Section 3. The President shall preside at meetings of the Association and the Executive Committee. He/She shall appoint all committees not otherwise specified, with the approval of the Executive Committee, and shall be an ex-officio member of all committees except the nominating committee. The President is responsible for maintaining a permanent file of Association records, guiding and instruction committees as to their procedure, scope of operation and duties for the year, and for designating other responsibilities needed to carry out Association business, and for maintaining an Association Calendar for the current School Year. The President, with the assistance of the Treasurer and Past President, shall develop a budget for the year and present it to the Executive Committee for their approval. The President shall co-sign all checks of the Association.

- Section 4. The Vice-President shall be a member of the Executive Committee, in training for the office of President for the next term. He/She should attend, along with the President, all UniServ Council Meetings and relevant UTP Training Sessions, including the President Workshop, Leadership Workshop, and other such programs as could be beneficial to the Local. He/She shall also serve as Chairperson of the Nominating Committee. The Vice-President in performance of his/her duties, and in case of a vacancy in the office of President, act in the official capacity of the President until the Executive Committee fills that position.
- Section 5. The Secretary shall keep an accurate record of business transacted at meetings of the General Membership and the Executive Committee, maintain the files and records of the Association at the direction of the President, and provide such correspondence as required by the President and/or Executive Committee.
- Section 6. The Treasurer shall receive all monies and shall keep an accurate record of the receipts and expenditures of the Association. He/She shall make reports of the financial condition of the Association when called for by the President, and disburse funds as required by the budget as adopted by the Executive Committee. The Treasurer shall assist the President and the Past-President in preparation of a budget proposal and shall co-sign all checks of the Association.
- Section 7. The Immediate Past-President shall act in an advisory capacity and as a voting member of the Executive Committee. He/She shall assist in the development of the budget for the year.
- Section 8. Delegates to the OEA Delegate Assembly shall be elected in the ratio of one for each six (6) to sixty (60) members or major fraction thereof. The President and Immediate Past-President shall, upon election to office, automatically assume to positions of first and second Delegate, third Delegate, if three or more delegates are allowed by the number of members. Other Delegates and Alternates shall be elected as needed to assure a full contingent of Delegates.
- Section 9. Delegates to the NEA Representative Assembly shall be elected in the ration of one (1) for each 150 members, or major fraction hereof, for a term of two (2) years.
- Section 10. Faculty Representatives shall be elected by Association Members in each school unit for the purpose of facilitating communication among the units and to assure representation on the Executive Committee. Each school unit shall be entitled to one Representative for each ten (10) members or major fraction thereof. Faculty Representatives are voting members of the Executive Committee, and are responsible to the President.

ARTICLE III. COMMITTEES

Committees shall be appointed by the President, with the approval of the Executive Committee, as needed to carry out the business of the Association. Committees are responsible to the President, and Chairpersons of the various committees shall be given a committee charge for the year by the President, detailing their duties and responsibilities. Chairpersons shall make reports to the Executive Committee at the request of the President.

ARTICLE IV. AMENDMENTS

Amendments to the Bylaws shall be made only by proposal in writing to the Executive Committee, with the copies distributed to the general membership for consideration at least ten (10) days prior to voting. A majority is required for approval, and voting must be by secret ballot.

NEGOTIATIONS PROCEDURE AGREEMENT

ARTICLE I. AGREEMENT CLAUSE

This agreement is made and entered into this 15th day of August, 1988 by and between the Tahlequah Education Support Professionals Association and the Tahlequah Board of Education of Independent School District Number 35 of Cherokee County, Oklahoma.

ARTICLE II. PURPOSE

2.1 Attainment of the objectives of the education program requires mutual understanding and cooperation among the Board, Administration, Teachers and support personnel. Thus, good faith negotiations between the Board and TESPAs with a free and open exchange of views are desirable. It is the purpose of this procedural agreement to establish an orderly process of negotiations, to open communications between support personnel employees and the school district.

ARTICLE III. RECOGNITION

3.1 The Tahlequah Public School Board of Education (hereinafter referred to as "Board") recognized the Tahlequah Education Support Professionals Association (hereinafter referred to as "TESPA") as the exclusive bargaining representative for all employees who are not required by their job description to be a principal, licensed or certified teacher, superintendent or other certified or noncertified administrator; provided that, employees with access to confidential, labor relations information of the school district, or managerial employees whose responsibilities including making employment recommendations to the superintendent and for which their position does not require a certificate, shall be excluded from this bargaining unit.

3.2 The Board recognizes the right of any employee to become a member of TESPAs and will not discourage, discriminate, or in any way interfere with the right of the employee to become and remain a member of TESPAs.

3.3 All rights and privileges granted TESPAs under the terms and provisions of the Agreement are for the exclusive use of TESPAs.

3.4 The Board agrees not to negotiate with any support personnel organization other than TESPAs for the duration of this agreement. It is understood that all negotiations are to be conducted with designated representatives of the Board and with designated representatives of TESPAs.

3.5 This Agreement will constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed amendment of the Agreement.

ARTICLE IV. NEGOTIATION PROCEDURES

4.1 Employees or groups of employees represented by TESPAs shall not bargain individually or collectively with the Board concerning any terms or provisions of the negotiations agreement except through the duly designated TESPAs negotiation representatives in regular negotiation sessions.

4.2 All meetings shall be outside the regular work hours and shall not exceed two hours unless extended by mutual agreement. All proposals shall be presented in writing by each party in the first meeting.

4.3 No more than five and no less than three designated representatives of the Board will meet

with no more than five and no less than three designated representatives of TESPAs for the purpose of negotiation. Negotiations shall be conducted in a closed session.

- 4.4 Each party agrees to furnish the other party with information requested, pertaining to the items for negotiations, provided the information is available. Requests for information shall be submitted in writing by the spokesperson of each party.
- 4.5 The request for negotiations shall be in writing. The written requests shall be submitted no later than June 15th of each year. The proposals requested for negotiations shall be within the scope of negotiable items as prescribed by law.
- 4.6 All items within the scope of this agreement shall be disposed of by one of the following methods:
 - A. Agreement on the item
 - B. Agreement to withdraw the item
 - C. Sending the item to impasseAll items shall be disposed of no later than the first day of school, except by mutual agreement.
- 4.7 When agreement is reached between the negotiating parties on any proposal, it shall be reduced to writing prior to the adjournment of the meeting at which such agreement was reached, signed by the spokesperson of each team, and marked "Tentative Agreement".
- 4.8 When final total agreement is reached on the total package, it shall be submitted by TESPAs to support employees for ratification. TESPAs will notify the President of the Board of the results of the ratification not later than ten (10) calendar days after the final agreement has been reached by the bargaining party. After ratification by TESPAs, the Board will be presented the agreement at the next meeting allowable by the agenda policy. Upon ratification by both parties, the written agreement shall be signed by the President of the Board and by the President of TESPAs. The terms of the agreement shall then be implemented and be binding on both parties until superseded by a subsequent agreement.

ARTICLE V. IMPASSE PROCEDURE

- 5.1 If negotiations are not successfully concluded by the first day of school, impasse shall exist. At any earlier time either party may declare impasse. Upon reaching of impasse, the items causing the impasse shall be referred to a three-member committee.
- 5.2 The fact finding committee consisting of three (3) members shall be formed. One (1) member shall be selected by the Association, and one (1) member shall be selected by the Board within five (5) days. The third member shall be selected by the first two (2) members as follows: The parties shall notify the State Superintendent of Public Instruction that a Fact finder is needed and request a list of potential fact finders from the State Superintendent. If no name on the list is agreeable to both parties, a coin toss shall occur with the party winning the toss having the right to strike a name from the list until only one name remains. The person whose name remains on the list will serve as the chairperson of the fact finding committee.
- 5.3 Within five (5) days after the selection of the chairman, the representatives who have been negotiating for the Board and for the Association shall meet to exchange written language on each item at impasse. The exchanged documents shall also be furnished by each party to the chairman and other members of the committee.
- 5.4 The chairman shall convene the committee for fact finding. This committee shall meet with the representatives of both parties. Within twenty (20) days after the chairman is selected, the committee shall present written recommendations to the local Board and to the Association.

- 5.5 If either party decides it must reject any one or more of the committee's recommendations, said party must, within seven (7) days after the committee has presented its recommendations, request a meeting of the representatives who have been negotiating for the Board and for the Association. The parties shall meet within seven (7) days of the request, unless both parties deem it unnecessary. At such meeting, the representatives shall exchange written statements expressing each party's rationale for rejecting each recommendation found unacceptable and shall attempt to clarify any remaining differences. The representatives shall then resume good faith effort to resolve the remaining differences; provided, after fourteen (14) days after the exchange of the written statements, either party may discontinue such effort.
- 5.6 The costs for the services of the fact-finding committee, including per diem expenses if any, and actual and necessary travel expenses shall be shared in the following manner: the Board shall assume the expenses of the Board representative, the Association shall assume the expenses of the Association representative, and the expenses of the third member shall be shared equally by the Board and the association.
- 5.7 The Board shall file a copy of the fact finding report with the office of the State Superintendent of Public Instruction. If the effort to resolve differences is successful, the parties shall draft a written agreement and present the agreement to both parties for ratification, and upon ratification such agreement shall also be forwarded to the State Superintendent. If the effort to resolve differences is unsuccessful, the Board shall forward to the State Superintendent in writing its final disposition of the negotiations impasse process within thirty (30) days of the effective date of implementation.

ARTICLE VI. DURATION

- 6.1 This agreement shall become effective immediately after receipt by the Association, from the Board, of written notice to the effect that the Agreement has been ratified by the Board. The Board shall take no action upon ratification of the Agreement until it has received written notice from the Association that a majority of the employees in the bargaining unit represented by the Association voting in an election conducted by the Association have ratified the Agreement. (July 2010)
- 6.2 This Agreement shall be automatically extended into successive fiscal year periods as long as the Association continues as the exclusive negotiating representative of the support personnel.

ARTICLE VII. SAVINGS CLAUSE

- 7.1 In the event that any provision(s) of this agreement or any application of this agreement to any employee or group of employees is held, by a court of competent jurisdiction, to be contrary to law, now or hereinafter enacted or ensued, then such provisions or applications shall be inoperative but all other provisions of this Agreement shall continue in effect.
- 7.2 Upon request of TESP or the Board within ten (10) working days of such finding both parties shall meet for the sole purpose of negotiating a legally permissible replacement for the provisions affected.
- 7.3 If a change in status of decision of a court of law results in increased or improved benefits to the employees, the change will be incorporated.
- 7.4 This Agreement shall not lessen the legal rights, obligations, and powers of the Board.

ARTICLE VIII. AMENDMENTS

- 8.1 Any modification or amendment to the procedural agreement that will aid in the resolution of differences within the scope of this Agreement must be presented in writing by either party prior to July 1st and will be acted upon during the regular negotiation sessions.

Dr. Robert Lander
President of the Board of Education

Sylestia Sykora
President of Tahlequah Education
Support Personnel Association

Date August 15, 1988

Date August 15, 1988

ORGANIZATIONAL RIGHTS AND PRIVILEGES

The Association shall be allowed the use of employee mailboxes for the purposes of internal communications. The Association Building Representative or their designee may place items in the mailboxes at their respective sites.

TESPA may hold meetings in District-Owned buildings.

TESPA shall also have access to District-Owned printing and copy equipment in each building. Supplies used for TESPAs publications shall be furnished or paid for by TESPAs at a documented cost.

The Board shall provide the TESPAs president and vice president with a copy of the agenda of every Board meeting at the time the agenda is distributed. The Board shall provide the TESPAs president and vice president with copies of the minutes of each Board meeting at the same time copies are made available to the administrative staff.

PREPARATION OF THE NEGOTIATED AGREEMENT

The Board and the Association agree to jointly prepare ten (10) copies of the Negotiated Agreement to date. The parties shall jointly share the cost of preparation.

TESPA REPRESENTATION:

Support Personnel will have the right to have TESPAs representation during any meeting with supervisor or administrator if that employee so chooses.

INDIVIDUAL RIGHTS

A. LUNCH TIME

All full-time personnel will have a thirty (30) minute non-paid duty free lunch time within their work day. The thirty (30) minute time may be used to leave campus for personal business if the employee chooses. The employee must notify the principal or principal's designee of their building prior to leaving and upon return. The time sheet shall reflect the hours worked.

B. REQUIRED EXPENSES FOR EMPLOYEES

1. When an employee of Tahlequah Public Schools (I-35) is required to have a food handlers card, they will do so at the expense of the school district.
2. The Board of Education shall supply Child Nutrition Program employees with designated uniforms.
 - a. The uniforms shall remain the property of the Board of Education and must be turned in at severance of employment. Uniforms not turned in at time of severance of employment will be charged to the employee.
 - b. Uniforms must be worn at all work times and shall be maintained in a clean and neat fashion. Support employees shall not wear uniforms during non-work times.
 - c. Any uniform damaged beyond repair at work must be turned in to the administration for replacement.
3. Bus Drivers - the Board of Education will pay for physicals and CDL license renewals. Bus drivers shall be paid for required inservice.
4. Personal Vehicle Use: See Board Policy, Book II - Business and Support Systems - Section 3105 - District Employee Travel

5. The district will provide a copy of bond or proof of bonding to employees who are required to handle money for district or school business. (July 2010)

C. PERSONNEL FILES

The Board will maintain the official personnel file at the Board of Education office for each support employee. Supervisors may keep working files, but material not maintained in the central personnel file will not provide a basis for discipline against an employee.

Upon request, an employee may inspect his/her personnel file(s) subject to the following:

1. Inspection shall occur during the employee's non-working hours, including lunch and break period.
2. Upon request, an employee may have an OEA/TESPA representative present during the inspection.
3. Copies of material in an employee's personnel file(s) shall be provided upon request.
4. Documents of disciplinary actions, evaluations, letters or recommendation or other items that have pertinence, must be placed in the personnel file within five (5) days of notification of occurrence. The employee will acknowledge that he/she has had the opportunity to review such materials by affixing his/her signature and dating the copy to be filed with the express understanding that such signature in no way indicated agreement with contents thereof. Employees have a maximum of 30 days to write a written response to any materials placed in the file.

After three (3) years, materials, excluding evaluations, may be removed from the file at the employee's request made to the district Executive Director for Human Resources in writing. The requesting employee shall be notified of the approval or denial of the request.

5. If an employee is put on a plan of improvement, the employee will be on the plan a maximum of 60 days.
6. Personnel files are accessible to the employee, personnel director, the Board of Education, the evaluator, any individual designated by the employee and the Tahlequah I-35 administrative staff or others as provided by regulation or statute. No other employee or prospective employee may have access to materials in these files without written consent of the employee.

Any complaints made against a support employee shall, if necessary, be promptly brought to the employee's attention and investigated for accuracy.

D. EVALUATION

During their first week of work, all new employees shall be oriented regarding evaluation procedures and instruments by the superintendent or his/her designee.

All evaluations of Support Employees shall be based on the identified criteria as stated on the evaluation instrument.

All Support Personnel are evaluated at least once each year prior to May. Evaluation reports will be completed on an approved evaluation form and be followed by a conference between the evaluator and Support Employee (School Law). The form will be signed by both and copies provided.

The evaluation report and Plan for Improvement, if necessary, will be filed in the employee's personnel file.

Each employee may respond to the annual evaluation within two weeks and such response will be a part of his/her record. All evaluations and responses shall be maintained in the employee's personnel file at the central office.

In the event that weaknesses are noted in the evaluations which may adversely affect an employee's continued

employment, the supervisor will provide a written plan of improvement for the employee.

An employee shall have the right to review the contents of his/her personnel file and to receive copies at Board's expense. An employee shall be entitled to have a representative accompany him/her during such review.

No material derogatory to an employee shall be placed in the personnel file unless the employee has had the opportunity to respond.

All employees shall receive a signed copy of their evaluation at the time of the evaluation conference.

E. Plan of Improvement

If a plan of improvement is necessary, the employee's evaluator/supervisor will use the district-approved procedures, protocols, and/or related forms. The plan will include a statement indicating how the district will assist with the improvement efforts.

Tahlequah Public Schools

Support Evaluation Form

EMPLOYEE _____ DATE _____

POSITION _____ SITE _____

Definition of Evaluative Terms: **Exceeds Expectations:** Job performance exceeds what is reasonably expected of an individual in this classification.
Meets Expectations: Job performance meets what is reasonably expected of an individual in this classification.
Needs Improvement: Job performance is generally below expectations
Does not Meet Minimum Requirements: Job performance is so far below minimum expectations as to be unacceptable.
 Performance improvements must be accomplished.

PERFORMANCE FACTORS	Exceeds Expectations	Meets Expectations	Needs Improvement	Does not meet minimum requirements
1. WORK KNOWLEDGE - Consider the employee's understanding of all phases of the job.				
2. WORK QUANTITY - Consider the amount of satisfactory work produced.				
3. QUALITY OF WORK - Consider neatness, accuracy, & excellence of work produced.				
4. DEPENDABILITY - Consider attendance and punctuality.				
5. JUDGEMENT AND COMMON SENSE - Consider the ability to make a decision, form an opinion, or take action objectively, wisely, and with authority.				
6. INITIATIVE - Consider amount of supervision required and the ability to initiate action.				
7. PERSONAL TRAITS - Consider leadership qualities and ability to cooperate with others.				
8. CARE OF EQUIPMENT & SUPPLIES - Consider abuse or misuse.				
9. ATTITUDE - Consider job interest and disposition toward job and co-workers.				
10. PUBLIC RELATIONS - Consider relationships with teachers, administrators, and others.				
11. SKILLS IMPROVEMENT - Consider willingness to improve job related skills.				
12. JOB COMMUNICATION - Consider keeping supervisor informed of needs or necessary information.				
OVERALL PERFORMANCE - Place a check in box that best represents employee's overall general performance for the entire evaluation period.				

IF NEEDS IMPROVEMENT or DOES NOT MEET MINIMUM REQUIREMENTS is marked for any factor, identify specific steps to be taken to improve performance to acceptable level. _____

EMPLOYEE COMMENTS: _____

Comments _____

 SUPERVISOR'S SIGNATURE

 DATE

 EMPLOYEE'S SIGNATURE

 DATE

Signature of employee does not necessarily indicate agreement. The signature indicates that this evaluation has been discussed by the supervisor and employee.

F. SUPPORT EMPLOYEE TRANSFERS

When vacancies or new positions occur in the school system, employees are entitled to apply for those positions through transfer request. The district has the right to transfer employees within the same classification. A vacancy shall exist whenever a continuing position 1) is no longer staffed or 2) a current employee will be assigned to the position. Information regarding vacancies/new positions will be maintained in the office of the Superintendent. A copy of the Employment Chronological will be made available to the TESPAs president upon request. This form lists number of applicants, those interviewed, and applicant selected. (July 2010)

All vacancies/new positions shall be posted "IN HOUSE" at all school sites five (5) days prior to being filled. The vacancy/new position list shall include:

- a. Position category (secretary/clerk, custodian, maintenance/grounds, transportation, child nutrition, paraprofessional, interpreter, LPN) (July 2010)
- b. Building location, if known
- c. Status, i.e., permanent, temporary or part-time
- d. Qualifications desired

The Board shall provide a copy of all "Notice of Vacancy" lists to T.E.S.P.A. president at the same time that the postings are forwarded to school buildings and other work sites for posting. An employee of the district, who applies for a posted position, will be given an interview if they meet the qualifications of that position with the following exceptions:

- a. the interview of an applicant who is currently assigned to the site of the position applied for shall be at the option of the administration; and
- b. the interview of an applicant for a position which becomes vacant thirty (30) or fewer days prior to the first day of school shall be at the option of the administration. (July 2010)

G. TRANSFER PROCEDURE

The following procedure will be utilized when implementing support employee transfers:

- a. Transfer request must be in writing directed to the Superintendent or Assistant Superintendent of schools, and to the present immediate supervisor. The request will include rationale for said transfer.
- b. If a support employee's request for a specific transfer has not been approved, he/she will be informed in writing within 5 days after the official filling of the position.

H. REASSIGNMENT PROCEDURES

Any support employee whose assignment will be changed for the ensuing school year will be given written notification of the reassignment. If requested by the employee within fourteen (14) calendar days of receiving such notice, the reassigned employee shall be provided in writing with specific rationale for the reassignment. Notification shall be given to the employee as soon as possible.

Any support employee whose assignment changes after the ending of the school year will be personally notified by the Superintendent as soon as possible and will also be notified by letter of the reassignment. If requested by the employee within fourteen (14) calendar days of receiving such notice, the reassigned employee shall be provided in writing the rationale for the reassignment. (July 2010)

I. EMPLOYEE CONTRACTS

Preserve the present contract as is including all changes agreed upon for the current contract year, and all non-certified employees shall be required to sign a contract each year.

J. WORKING CONDITIONS

The School District will provide a safe and healthy workplace free of pollutants.

K. DISCIPLINE

Procedure for Discipline:

The steps that would normally be followed in disciplining employees shall include:

1. Verbal warning or oral reprimand:
The immediate supervisor shall place in the employee's personnel file, at the work site, a brief notation of time, date, and incident.
2. Written reprimand and/or plan of improvement;
3. Suspension;
4. Termination;

Disciplinary action for serious offenses may be initiated at any step.

After any suspension or prior to any demotion, termination or nonreemployment, a full time support employee (defined as an employee employed a minimum of one hundred seventy-two days) who has been employed by the district for more than one year (12 months) shall receive notice of the right to a hearing. The hearing shall be conducted by the board of education. All notices shall be by certified mail, with the postmark used to determine the timeliness of the notice. Failure of the employee to request a hearing within ten (10) working days of such notice shall be considered a waiver of the employee's right to a hearing. Any support employee who has been employed by the district for less than one year (12 months) is not entitled to the right to this procedure and can be terminated at any time without cause. If a hearing is requested, the district will present its facts first and then the employee will follow with his/her presentation. (July 2010)

Board Policy 4627: Causes for suspension, demotion, termination or nonreemployment:

In accordance with Title 70 of the Oklahoma Statutes, Sections 6-101.40 through 6-101.47, the Board hereby adopts the following causes for suspension, demotion, termination or non-reemployment of support personnel.

1. Failure to be at work station at starting time.
2. Leaving work station without authorization prior to lunch period, or end of work day.
3. Excessive unexcused absenteeism.
4. Chronic absenteeism for any reason.
5. Excessive tardiness.
6. Wasting time or loitering during working hours.
7. Leaving work area during work hours, without permission first, for any reason.
8. Falsification of personnel or other records.
9. Possession of weapons on the premises at any time.
10. Removing district property, records or confidential information from premises without proper authority.
11. Willful abuse, misuse, defacing, or destruction of property, including tools, equipment, or other property of other employees.
12. Theft or misappropriation of property of employees, students or the district.

13. Sabotage.
14. Distracting the attention of others.
15. Refusal to follow instructions of supervisor.
16. Refusal or failure to do work assignments.
17. Unauthorized operation of machines, tools, or equipment.
18. Threatening, intimidating, coercing, harassing or interfering with employees, supervisors or students at any time. (July 2010)
19. Knowingly making or publishing of false, vicious, or malicious statements concerning any employee, supervisor, or students of the district. (July 2010)
20. Creating disturbances on the premises at any time.
21. Creating or contributing to unsanitary conditions.
22. Practical jokes injurious to employee's or district property.
23. Possession, consumption, or reporting to work under the influence of alcohol, prescription medication prescribed for another person, or controlled substances. (July 2010)
24. Disregard of known safety rules or common safety practices.
25. Unsafe operation of motor driven vehicles.
26. Operating machines or equipment without safety devices provided.
27. Participating in gambling, lottery, or any other game of chance on district property. (July 2010)
28. Unauthorized distribution of literature, written or printed matter of any description on district property.
29. Posting or removing notices, signs, or writing in any form on bulletin boards of district property at any time without specific authority of the administration.
30. Poor workmanship.
31. Immoral conduct or indecency including abusive and/or foul language.
32. No personal calls during working hours, except for emergencies. This includes in-coming and out-going calls.
33. Walking off job.
34. Signing in or out another employee's time sheet.
35. Smoking in an unauthorized area or at any unauthorized time.
36. Failure to follow district dress code.
37. Refusal of job transfer within the district, if transfer does not result in a demotion.
38. Abuse of "breaks" (rest periods) or meal period policies.
39. Insubordination of any kind.

40. Contributing to any unlawful behavior of students which includes, but not limited to, alcohol, drugs, or controlled substances.
41. Inability to perform the primary and secondary functions of the job.
42. Violation of district drug-free policy.
43. Failure to meet requirement for Plan of Improvement.
44. Failure to follow safety regulations.
45. Inappropriate and/or unauthorized use of the school district's computer network or Internet connections. (District will annually provide written/printed information to employees on the appropriate and authorized use of its computer network and Internet connections.) (July 2010)

VIOLATIONS OF ANY OF THE ABOVE SHALL BE SUFFICIENT GROUNDS FOR THE SUSPENSION, DEMOTION, OR TERMINATION OF THE SUPPORT EMPLOYEE.

L. JOB DESCRIPTIONS

When a job description is updated and approved by the Board, a copy will be sent to the affected employee, the employee's immediate supervisor and the board office.

M. REPRESENTATION

An employee shall be permitted to be accompanied by a TESSA member of the employee's choosing during any meeting with a supervisor or administrator during which disciplinary action will be taken against the employee.

The supervisor or administrator shall be permitted to have a witness who is not an employee in the bargaining unit present during such meeting.

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A claim by a member of the bargaining unit, a class of members of the bargaining unit, or the Association that there exists a dispute or disagreement regarding the application or interpretation of any term or condition of employment.
2. Combined Grievance: When two or more grievances address similar or the same issues, they will be filed as one.
3. Association: The TESSA
4. Board: The Tahlequah Public Schools Board of Education.
5. Days: Shall mean work days (week days excluding Saturday and Sunday or recognized holidays).
6. Computation of Time: The computation of any time period prescribed herein shall begin with the filing of the grievance at the appropriate level. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday.
7. Time Limits: The number of days indicated at each level shall constitute the maximum. However, the time limits may be extended by mutual agreement.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise in the work environment.

C. Procedure

Step 1 The parties acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems informally. The grievant(s) or the Association shall present the complaint to the immediate supervisor within thirty (30) days following the act, condition, or first knowledge of the basis for the complaint.

Step 2 If the grievant(s) or Association is dissatisfied with the resolution at the informal level, the parties may submit the grievance in writing to the supervisor within ten(10) days following the meeting at Step 1 . The supervisor shall within ten (10) days provide the aggrieved party a written answer along with rationale if denied.

Step 3 If the grievant(s) or Association is not satisfied with the disposition of the grievance at Step 2, then the grievant(s) or Association may appeal the grievance to the Superintendent level within ten (10) days following the receipt of the supervisor's response or expiration of the timeline for the supervisor's response at Step 2. Within ten (10) days of receiving the grievance, the Superintendent or Assistant Superintendent shall call a hearing to allow the party(ies) to state the grievance and give testimony, documentation, and rationale for requesting the relief sought. The Superintendent or Assistant Superintendent shall issue his/her written decision, along with rationale if denied, within ten (10) days of the grievance hearing at Step 3.

Step 4 If the grievant(s) or Association is not satisfied with the disposition of the grievance at Step 3, or if no disposition has been rendered at Step 3, the grievant(s) or Association may refer the grievance to the Board within ten (10) days following receipt of the Superintendent's response or expiration of the timeline for the Superintendent's response at Step 3. At the next regular board meeting or a special board meeting called for that purpose, the party(ies) shall be given the opportunity to state the grievance and give testimony, documentation, and rationale for requesting the relief sought. The Board shall issue its written decision, along with the rationale if denied, within ten (10) days of the grievance hearing at Step 4.

D. Rights to Representation

At least one Association representation may be present at the option of the grievant for any meetings, hearings, or other proceeding relating to employee complaints or grievances that have been formally filed. In the event the Association representative is not present, the results of grievance will be forwarded to the Association president.

The Association reserves the right to file Association grievances without identification of any individual(s) and fully access this procedure through all levels.

Grievant may submit grievances at the level where the authority lies to grant the relief sought by the grievant as determined jointly by the Superintendent and the Association.

E. Individual Rights

1. Nothing contained herein shall be construed as limiting the right of any noncertified employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association. The disposition must not be inconsistent with the bargaining agreement between the Board and the Association, nor shall such disposition have an adverse impact on the bargaining unit.

2. A grievant may be represented at all stages of the grievance procedure by himself/herself, or at his/her option by an Association representative(s) selected by the Association.

3. No reprisals of any kind shall be taken against any member of the bargaining unit by the Board or Administration for exercising his/her rights under this grievance procedure.
4. Grievance Forms: grievance forms shall be consistent with the sample attached and shall specify the date and time of filing of the grievance as well as the step at which the grievance is being filed. The statement of the grievance and relief sought shall be stated as well as space for response by the supervisor to state whether the grievance is denied. Additional pages may be attached for statements of fact and rationale by the parties.

TAHLEQUAH PUBLIC SCHOOLS
Support Employee Grievance Form

Step	
2	_____
3	_____
4	_____
#	_____

TO: _____

FROM/RETURN TO: _____

DATE (___of presentation; ___of mailing): _____

CERTIFIED MAIL NO. (if mailed) _____

RESPONSE DUE: 10 days from receipt (working days during support employee work year; weekdays except holidays outside school year) _____

DATE OF OCCURRENCE: _____

ALLEGED DISPUTE OR DISAGREEMENT REGARDING THE APPLICATION OR INTERPRETATION OF A TERM AND CONDITION OF EMPLOYMENT:

STATEMENT OF GRIEVANCE: _____

(CONTINUED ON REVERSE)

RELIEF REQUESTED: _____

ADMINISTRATOR/BOARD RESPONSE AND REASON(S): _____

Administrator/Board Officer Signature

Date

Title

PLEASE RETURN BY THE DUE DATE TO: _____

ADDITIONAL PAGES MAY BE ATTACHED AS NECESSARY

LEAVE PROVISIONS

A. SICK LEAVE

Each support employee shall earn 1-1/4 days sick leave for each month of employment. At this rate 12 month employees will have 15 days total sick leave days per year. Ten month employees will have 12-1/2 total sick leave days per year. Part time employees will receive proportionate sick leave based upon the number of hours worked. Unused sick leave days may accumulate to one hundred twenty (120) days maximum at fiscal year's end. (July 2010)

A Supervisor may request documentation or explanation for sick leave following an established pattern or history of absences.

B. SICK LEAVE SHARING

After exhausting all sick leave, Emergency/Personal Business, and Vacation days, the support employee may request participation in the Sick Leave Sharing. The sick leave sharing shall permit district employees to donate sick leave to a fellow district employee who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment. A Support Employee can only use the "Sick Leave Sharing" after one (1) full year of service to the school district. The maximum number of days any employee can draw from the sharing is one hundred twenty (120) days annually. The maximum number of days an employee may donate is two (2) days per sharing.

The Support Employee who is requesting an account be established must:

1. Send a written request to the Superintendent explaining the reasons that an account needs to be established.
2. Complete a request form for donated sick leave.
3. Provide medical documentation.

The Superintendent will:

1. Sign and approve or disapprove all requests.
2. Consider each request separately
3. Consider all catastrophic illness/accident requests
5. Upon approval of the request, will notify the Clerk of the Board, who will then establish a sick leave sharing account and notify district employees that an account has been established

Donations for sick leave sharing, pursuant to the request for donated sick leave, shall be made within thirty (30) calendar days of the date of the notice of request.

Any requests by an employee for the establishment of more than one sick leave sharing account during a contract year, shall be subject to review and approval by the Superintendent or designee.

Request by an employee for the establishment of a sick leave sharing account(s) in a subsequent contract year shall be subject to review and approval by the Superintendent or designee.

C. PERSONAL BUSINESS LEAVE

Each employee shall be granted three (3) days personal business leave during each school year. Persons wishing to take personal business leave shall submit a request for consideration in writing to their supervisor three (3) days prior to taking personal leave. Upon notice to the immediate supervisor of intent, the leave shall be granted without reason or explanation required; provided, personal business leave may not be taken on professional development days, parent-teacher conference days, or on **more than two (2)** consecutive days without prior approval and disclosure of the reason or explanation for the requested taking of leave. The personal leave shall not be cumulative from one school year to the next. Personal business leave is defined as an event or business which could not be performed on any day except a school day.

Some examples of personal business leave are traffic court appearances, estate settlements, loan closings, and legal proceedings. (July 2011)

On inclement weather days, a 12-month employee will be allowed to take personal leave or vacation leave. Late arrival and early departure will be allowed on contact of supervisor.

The district and Association will jointly monitor and study usage of personal business leave during the 2011-2012 school year for review during negotiations for 2012-2013. (July 2010)

D. EMERGENCY LEAVE

Support employees shall receive three (3) days each year for emergencies not covered by any other category of leave.

Emergency leave is defined as leave needed for unforeseen circumstances occur that are not covered under other leave. An employee shall notify his/her supervisor the day emergency leave is being taken and submit a completed leave form upon returning to work. Emergency leave is granted upon the approval of the Superintendent or his/her designee. Personal leave must be used before emergency leave is granted. Salary deductions for use of emergency leave shall be at the rate of pay for substitutes whether or not a substitute is hired. (July 2010)

Emergency days are not cumulative.

In the case of bereavement, emergency leave may be used if available upon request. Bereavement is defined as death in the employee's immediate family: husband, wife, daughter, son, father, mother, brother, sister, grandparents or grandchildren of the employee and spouse, spouse's parents, uncle and aunt of employee and spouse.

E. ASSOCIATION LEAVE

The Board shall allow the President or Vice President and/or representatives of TESPAA a maximum of twelve (12) days paid leave for the purpose of conducting Association business when a leave notice is submitted by the President of TESPAA and needs to be signed by the Superintendent/Designee. (July 2010)

No one person may use more than 6 days in a contract year.

F. HOLIDAYS

The Board will recognize the following paid holidays for all full and part-time support employees:

Independence Day	(1)
Labor Day	(1)
Thanksgiving	(2)
Christmas	(2)
New Year's Day	(1)
Spring Holiday	(1)
The date of the Spring Holiday will be determined by the Board of Education with consideration given to the recommendation of the district calendar committee.	
Memorial Day	(1)

Add 1 paid holiday (Wednesday before Thanksgiving) for all 12-month employees. (= 3 days for Thanksgiving)

Any employee required to work on a paid holiday will receive one and one-half (1-1/2) compensation.

These days will be recognized for any employee whose contract is in effect during those days. For example, Independence Day will be a paid holiday for those employees on a twelve month contract.

G. VACATION

On their first and succeeding employment anniversary dates, twelve month employees shall receive two (2) weeks paid vacation. Vacation requests must be approved by the supervisor who shall notify the requesting employee of the approval or disapproval of the request within five (5) work days of receipt of the request.

H. LEAVE DEDUCTIONS

For time lost of less than two (2) hours, employee may make up the time or be docked within the same pay period. If denied the opportunity to make up time lost, the employee may conference with the district Executive Director.

I. EMPLOYEE REST PERIOD

All full-time (6 or more hour) employees are entitled (Labor Standards) to one (1) fifteen minute break in the a.m. and one (1) fifteen minute break in the p.m. Those employees who only work a p.m. shift are also entitled to two (2) fifteen minute breaks.

SALARY/FRINGE BENEFITS

A. SALARY/FRINGE BENEFIT

Support Professional Attendance Incentive for the 2011-2012 school year:

For the period of July 1 - December 31 AND January 2 to June 30, the district agrees to pay stipends to those full-time (6-hours or more) support employees who work those periods in full. In order to qualify for these stipends, no full or partial sick (earned or donated), personal business or emergency leave will be used by the employee. For part-time (less than 6 hour) employees in each category, attendance stipends will be paid at 60% of designated amounts. Vacation and association leave are exempt from this agreement. The stipends paid are indicated below:

Contract Days	Stipend Amount
181 day employee	\$75.00
202, 207 day employee	\$100.00
237, 243, 248 day employee	\$125.00
260 day employee	\$150.00

For the 2011-2012 school year, beginning effective date will be July 1, 2011.

Support employees shall be paid in twelve (12) equal monthly paychecks.

All paychecks and/or stubs will be picked up from the Board Office by the supervisor or the individual employee.

The Payroll Clerk will make one deduction upon receipt of signed enrollment form each school year for T.E.S.P.A. dues.

An extra-duty increment of \$200.00 will be provided to elementary support employees for completion of the elementary yearbook.

Additionally, for the 2011-2012 school year, a \$20.00 stipend will be paid to those full-time (6 hours or more) support employees for each unused personal business/emergency leave day. For

employees who work less than six hours per day, a \$12.50 stipend will be paid for each unused personal business/emergency leave day. This refers to the first three (3) days of personal business/emergency leave as defined herein.

1. New Employment Procedures

Any support person hired by the district will be given full credit for like school experience (a maximum of 5 years out of state school experience). Like experience out of the school setting will be allowed up to a maximum of 5 years.

2. Placement of New Employees

Notice of new employee schedule placement and rationale will be sent to TESPAs president.

District will pay each full time (8 hours per day) support employee, except support employees who are receiving retirement benefits from OTRS, a one-time, nonsalary stipend in the amount of five hundred dollars (\$500.00) in May 2012. The amount shall be paid proportionately to support employees employed fewer than eight (8) hours per day and/or to employees who are employed for less than the entire 2011-12 contract year for their positions.

2011-12	0	100	200	250	300	350	400	500	600
0	\$11.70	\$9.60	\$8.75	\$8.50	\$8.30	\$8.11	\$7.75	\$7.41	\$7.25
1	\$11.75	\$9.65	\$8.80	\$8.55	\$8.35	\$8.16	\$7.80	\$7.46	\$7.30
2	\$11.80	\$9.70	\$8.85	\$8.60	\$8.40	\$8.21	\$7.85	\$7.51	\$7.35
3	\$12.05	\$9.95	\$9.10	\$8.85	\$8.65	\$8.43	\$8.07	\$7.71	\$7.54
4	\$12.15	\$10.05	\$9.20	\$8.95	\$8.75	\$8.53	\$8.17	\$7.81	\$7.64
5	\$12.40	\$10.30	\$9.45	\$9.20	\$9.00	\$8.75	\$8.39	\$8.01	\$7.83
6	\$12.50	\$10.40	\$9.55	\$9.30	\$9.10	\$8.85	\$8.49	\$8.11	\$7.93
7	\$12.75	\$10.65	\$9.80	\$9.55	\$9.35	\$9.07	\$8.71	\$8.31	\$8.12
8	\$12.85	\$10.75	\$9.90	\$9.65	\$9.45	\$9.17	\$8.81	\$8.41	\$8.22
9	\$13.10	\$11.00	\$10.15	\$9.90	\$9.70	\$9.39	\$9.03	\$8.61	\$8.41
10	\$13.20	\$11.10	\$10.25	\$10.00	\$9.80	\$9.49	\$9.13	\$8.71	\$8.51
11	\$13.45	\$11.35	\$10.50	\$10.25	\$10.05	\$9.71	\$9.35	\$8.91	\$8.70
12	\$13.55	\$11.45	\$10.60	\$10.35	\$10.15	\$9.81	\$9.45	\$9.01	\$8.80
13	\$13.80	\$11.70	\$10.85	\$10.60	\$10.40	\$10.03	\$9.67	\$9.21	\$8.99
14	\$13.90	\$11.95	\$10.95	\$10.70	\$10.50	\$10.13	\$9.77	\$9.31	\$9.09
15	\$14.15	\$12.05	\$11.20	\$10.95	\$10.75	\$10.35	\$9.99	\$9.51	\$9.28
16	\$14.25	\$12.30	\$11.30	\$11.05	\$10.85	\$10.45	\$10.09	\$9.61	\$9.38
17	\$14.50	\$12.40	\$11.55	\$11.30	\$11.10	\$10.67	\$10.31	\$9.81	\$9.57
18	\$14.60	\$12.65	\$11.65	\$11.40	\$11.20	\$10.77	\$10.41	\$9.91	\$9.67
19	\$14.85	\$12.75	\$11.90	\$11.65	\$11.45	\$10.99	\$10.63	\$10.11	\$9.86
20	\$14.95	\$13.00	\$12.00	\$11.75	\$11.55	\$11.09	\$10.73	\$10.21	\$9.96
21	\$15.20	\$13.20	\$12.25	\$12.00	\$11.80	\$11.31	\$10.95	\$10.41	\$10.15
22	\$15.30	\$13.35	\$12.35	\$12.10	\$11.90	\$11.41	\$11.05	\$10.51	\$10.25
23	\$15.55	\$13.45	\$12.60	\$12.35	\$12.15	\$11.63	\$11.27	\$10.71	\$10.44
24	\$15.65	\$13.70	\$12.70	\$12.45	\$12.25	\$11.73	\$11.37	\$10.81	\$10.54
25	\$15.90	\$13.80	\$12.95	\$12.70	\$12.50	\$11.95	\$11.59	\$11.01	\$10.73
26	\$16.00	\$14.05	\$13.05	\$12.80	\$12.60	\$12.05	\$11.69	\$11.11	\$10.83
27	\$16.25	\$14.15	\$13.30	\$13.05	\$12.85	\$12.27	\$11.91	\$11.31	\$11.02
28	\$16.35	\$14.40	\$13.40	\$13.15	\$12.95	\$12.37	\$12.01	\$11.41	\$11.12
29	\$16.60	\$14.50	\$13.65	\$13.40	\$13.20	\$12.59	\$12.23	\$11.61	\$11.31
30	\$16.70	\$14.75	\$13.75	\$13.50	\$13.30	\$12.69	\$12.33	\$11.71	\$11.41
31	\$16.95	\$14.85	\$14.00	\$13.75	\$13.55	\$12.91	\$12.55	\$11.91	\$11.60
32	\$17.20	\$14.95	\$14.25	\$14.00	\$13.80	\$13.13	\$12.77	\$12.11	\$11.79

“Classification 000”

Licensed Practical Nurse

“Classification 100”

Plumber (licensed)
Heat/Air (licensed)
Electrician (licensed)

“Classification 200”

Maintenance
Mechanic
High School Principal’s Secretary
Athletic Department Manager

“Classification 250”

Elementary Principal’s Secretary
Middle School Principal’s Secretary

“Classification 300”

Bi-Lingual Interpreter
Deaf Interpreter
Special Services Secretary
Maintenance Secretary
Transportation Secretary
Child Nutrition Secretary
Board Receptionist
Asst. Principal Secretary
Middle School Counselor’s Secretary
High School Registrar
Child Nutrition Clerk
PDC Secretary
Athletic Director Secretary

“Classification 350”

Cafeteria Manager
Special Care Para
Alternative Ed. Secretary

“Classification 400”

Secretary Assistant
Paraprofessionals (who meet NCLB standards)
Asst. H.S. Counselors’ Secretary
Assistant Mechanic
Bus Driver
Grounds
Athletic Grounds
High School Receptionist

“Classification 500”

Bus Monitor
Dispatcher
Cook
Cafeteria Secretary
Custodian

“Classification 600”

CNP Warehouse Specialist
TPS Warehouse Specialist
Food Service Worker
Crossing Guard
Guard Shack

Each site principal may designate one custodian as “lead custodian” for each site. Additional compensation for employees designated “lead custodian” will be suspended for **2011-2012**. (July 2010)

The extra duties for the lead custodian include:

- A) Be on the call list for the alarm company and respond to the alarm as appropriate.
- B) Under the direction of the principal, assign appropriate tasks to other custodial staff.
- C) Ensure that the site is properly equipped with cleaning supplies and other materials used by the custodians.
- D) Report to principal to keep him/her informed of custodial and maintenance needs at the site.

Attempt to make all short bus routes a minimum of 4 hours. (Philosophy: An attempt will be made to employ bus drivers for a minimum of 4 hours per day.)

The Board also agrees to adjust the hours and days of the following:

Twelve month personnel hired before January 1, at the time of their employment, will be considered as one full year of employment. Any twelve month person hired on or after January 1 will be considered as one half year of employment.

Ten month personnel hired before February 1, at the time of their employment, will be considered as one full year of employment. Any ten month person hired on or after February 1 will be considered as one half year of employment.

All current job titles will be listed on the Responsibility Levels chart.

The administration will not move any employee with the same title to another responsibility level.

C. CASH FRINGE

The district agrees to pay a cash fringe in the amount of \$325.00 per month (\$3900.00 per year) for all full-time employees (at least 6 hours per day), working less than 12 months per year. The district agrees to pay a cash fringe in the amount of \$335.00 per month (\$4020.00 per year) for all full-time employees (at least 6 hours per day), working 12 months per year. Employees working 4-6 hours per day who choose to purchase health insurance will have a cash fringe paid by the district in the amount of **\$224.74** per month (**\$2696.88** per year). (July 2011)

D. SICK LEAVE ACCUMULATION

The number of sick days shall accumulate to a maximum of one hundred twenty (120) days.

Employees may be required to verify that sick leave was used correctly.

After five consecutive years employment, sick leave for retirement purposes may accumulate to 120 days using the following schedule.

Years Employed	Rate/Day
5 - 9	\$ 9.00
10 - 15	10.00
16	12.00
17	14.00
18	16.00
19	18.00
20	20.00

Example: A 7 year employee could receive a maximum of \$1,080.00 at retirement. $120 \times 9 = 1,080$

A 20 year employee could receive a maximum of \$2,400.00 at Retirement. $120 \times 20 = 2,400$

E. TEACHER RETIREMENT

The Board agrees to pay 7 percent teacher retirement benefits on support personnel, employed with the district five (5) consecutive years or more, up to a maximum of \$2,100. If the employee pulls out of the system, the benefit will be discontinued. Due to Teacher Retirement regulations, this will occur upon completion of 5 years service with Tahlequah Public Schools. See negotiation notes regarding date of employment, following B. Support Staff Responsibility Levels.

Employees receiving supplemental compensation beyond their primary contractual duty shall be responsible for payment of required, if any, contribution on such compensation to the Oklahoma Teacher Retirement System.

F. CALENDAR

TESPA shall have input into the recommended calendar each year prior to approval by the Board. The recommended calendar developed by teachers and administration shall be provided to the TESSA PRESIDENT. The Association shall examine and attach comments and recommendations and forward to the Board within ten (10) days of receiving the calendar.

G. SUPPORT EMPLOYEE CALENDAR

The Board will provide each support employee with a school year calendar which shows the employee's paid and non-paid days.

Calendars will be mailed to each employee before school starts each year. Any support employee hired during the school year will receive an Employee Calendar.

H. WORKER'S COMPENSATION

The Board provides a Worker's Compensation Insurance policy for all employees and complies with all regulations regarding worker's compensation.

I. COMPENSATORY TIME

All time worked above 40 hours in a work week will be compensated at 1 1/2, either in pay or in comp time. Comp time must be taken within the pay period or the employee will be paid at 1 1/2 time. Compensatory time in lieu of payment must be authorized and granted by the employee's supervisor. Compensatory time must be used within a reasonable period as long as it does not unduly disrupt the operations of the district. If an employee works 40 hours prior to the completion of a work week, he/she may be given time off, as work week adjustment, for the balance of that work week. Overtime hours or hours exceeding eight (8) per day is permitted only on prior written approval of the supervisor, except in emergency situations. In verbal situations, an employee may be permitted to work overtime with the verbal approval of the supervisor.

Support personnel may be employed in more than one position on an occasional (part-time) basis in a capacity different than their regular employment. The employee must be free to refuse to perform the work, without fear of sanctions and without being required to explain or justify the decision. A support employee may temporarily substitute, when so designated and fill a vacant authorized position.

J. All district special care paraprofessionals will be required to attend paraprofessional and CPR training and to maintain paraprofessional status as required by the State Department of Education.

K. Activity cards will allow admittance of the employee and one family member to athletic/extracurricular events.

L. Wages/salaries for District support professionals positions represented by TESSA pursuant to the Procedural Agreement will be incorporated into the negotiated agreement for **2011-2012**.

The District will notify TESPAs of new support professional positions that would be covered by the Procedural Agreement in order that the wages, hours, fringe benefits, and other terms and conditions of employment for those positions may be negotiated pursuant to state law.

If the District engages in contract negotiations with an outsourcing contractor, the appropriate District administrator will meet with the potentially affected support professionals to communicate the alternatives.

TRANSPORTATION

1. **Bus Drivers**
Open bus routes shall be filled by the Director with special consideration for seniority. When seniority is not used, rationale will be provided upon request.
2. **Bus Mechanics**
Bus mechanics who break or damage a personal tool while working on a school district vehicle will complete an incident report to the Director of Transportation. The Director of Transportation will seek approval to purchase a new tool from the Director of Finance, which will become the property of the school District.
3. **Activity Runs**
Opportunity to drive activity buses (activity runs being any trip requiring a certified driver other than the regularly scheduled route time. Following a review of needs by the Director, when an activity run driver is needed, the following process will be used:
 1. Full time drivers, on a rotating basis from a list arranged according to seniority notifying the Director of Transportation of their desire to drive activity buses. Overtime will not be permitted except in emergencies.
 2. Substitute drivers according to above mentioned scheduled.
 3. The above policy does not preclude the District from assigning non-paid sponsors or other employees of District who are properly certified to drive.
 4. When seniority is not used, rationale will be provided upon request. Drivers for an activity will be selected by the Director of Transportation according "(1-3)."

Trip Compensation:

1. Actual driving time, including preparation and loading, to and from the activity, will be paid at the rate established for that individual.
2. Waiting time (i.e., ball game, group meeting, performances, etc.) will be paid at the minimum wage rate.
3. During overnight trips, the School District will provide lodging and meals.
4. Drivers should be notified 24 hours prior to all trips by the Transportation Director. Any driver not notified of a cancellation at least one hour before departure time shall be paid for two hours.
5. Beginning with the 2003-2004 school year, employees who drive buses in the after-school program will be paid \$8.00 per hour.

REDUCTION IN FORCE

A. DETERMINATION OF NEED TO REDUCE STAFF

When the Board determines the need to reduce the number of support employees in the school district, the student and program needs of the district will be the primary criteria considered in deciding upon positions to be eliminated and employees to be released as a result thereof. When implementing a reduction in staff during the fiscal year, the Board will first determine the position(s) to be eliminated and then utilize the following procedure to select the employee(s) to be released.

B. PROCEDURE FOR REDUCTION

1. Employees will be considered for reduction in the following order:
 - a. Part-time employees
 - b. Full-time employees with less than (1) year of service
 - c. Full-time employees with one (1) year or more of service
2. When selecting employees for reduction, as provided in number 1. above, the administration shall consider the following prioritized criteria as each relates to the employees being considered within each job category.
 - a. Length of continuous and uninterrupted service
 - b. Experience
 - c. Training
 - d. Licenses held
 - e. Special skills
 - f. Administrative evaluation
3. Full-time employees with more than one (1) year of service selected for reduction shall be afforded the notification and hearing procedures provided for by law.

C. PROCEDURE FOR RECALL

1. An employee reduced as a result of this policy shall be placed on a recall list for one year. The employee shall remain on the recall list until and unless the employee:
 - a. Waives recall in writing
 - b. Resigns
 - c. Accepts a position of reemployment
 - d. Fails to accept a position of reemployment within (10) days after it has been offered
2. Employees on the recall list will be offered reemployment in reverse order of reduction for vacancies within the job categories from which they were reduced. Employees on the recall list shall be considered for vacancies for which they are qualified. If several employees on the recall list were reduced from within the same job category, the determination of which employee will be offered reemployment will be made after considering the following prioritized criteria as each relates to the employees being considered.
 - a. Length of service
 - b. Experience
 - c. Training
 - d. Licenses held
 - e. Special skills
 - f. Administrative evaluation
3. Offers of reemployment under this section shall be made by certified mail, return receipt requested. It shall be the employees responsibility to provide the district, at all times, with the employee's current mailing address.

D. JOB CATEGORIES

Job categories under this reduction in force policy are defined as follows:

1. Secretary/Clerk
2. Custodian
3. Maintenance/Grounds
4. Transportation
5. Child Nutrition
6. Paraprofessional
7. Interpreter
8. Licensed Practical Nurse (LPN). (July 2010)

FAMILY AND MEDICAL LEAVE POLICY

The Board of Education of Tahlequah Public Schools will provide up to twelve (12) weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for Tahlequah Public Schools for at least one year, and for 1,250 hours over the previous twelve months.

Reasons for unpaid leave which fall under the Family and Medical Leave Act of 1993 are as follows:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

The Board of Education directs the Superintendent to establish the necessary procedures and guidelines in order to carry out the Family and Medical Leave Act.

*The complete Family & Medical Leave Policy is available
at each school site, as well as the Board of Education.*

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Adopted by the Board of Education on 2-10-94, Revised 3-10-94, Revised 4-13-09

Update and continue pre-existing items.

This negotiated agreement is hereby ratified.

Ratified by the Tahlequah Education Support Professionals Association this 9th day of August, 2011.

Lavonne Hastings, T.E.S.P.A. President

Ratified by the Tahlequah Board of Education this 15th day of August, 2011

Tim Baker, Tahlequah Board of Education

Memorandum of Agreement

This Agreement is entered into this **twenty-sixth** day of July **2011** by and between the negotiating representatives of the Board of Education of Independent School District No. I-035 of Cherokee County, Oklahoma (hereinafter "Board") and the Tahlequah Education Support Professionals Association (hereinafter "TESPA"). The negotiating representatives of the Board and TESPA agree to the following:

1. **Representatives of TESPA will meet with the Superintendent at the end of October 2011 to discuss professional development opportunities for support employees during 2011-12.**
2. The parties will study the schedule of monthly paychecks for support employees during the **2011-2012** school year **and will meet on a mutually agreeable date in April 2012 to assess feasibility of paying 10-month support employees over 10 months.**

Shannon Goodsell, Ed.D.
Superintendent
Tahlequah Public Schools

Lavonne Hastings
President
Tahlequah Education Support Professionals Association